



## Service Agreement No.

### District/Sales Office

#### SIEMENS MEDICAL SOLUTIONS USA, INC.

110 MacAlyson Court  
Cary, NC 27511  
Attn: Processing Center, 3<sup>rd</sup> floor  
Phone: (800) 406-4404  
Fax: (919) 468-7699

- ☐ GENERAL DIAGNOSTIC X-RAY
- ☐ ANGIO/CARDIAC
- ☐ LITHOTRIPSY/UROLOGY/O.R.
- ☐ COMPUTERIZED TOMOGRAPHY
- ☐ ELECTROMEDICAL
- ☐ MAGNETIC RESONANCE
- ☐ NUCLEAR
- ☐ ONCOLOGY CARE
- ☒ CLINICAL NETWORKING
- ☐ ULTRASOUND

### Sold To

Arrowhead Regional Medical Ctr.  
400 North Pepper Avenue  
Colton, CA 92324

### Bill To

Arrowhead Regional Medical Ctr.  
400 North Pepper Avenue  
Colton, CA 92324

### Equipment Location

Arrowhead Regional Medical Ctr.  
400 North Pepper Avenue  
Colton, CA 92324

Contact: Mark H. Uffer, Director

Contact: Accounts Payable

Siemens Medical Solutions USA, Inc. is pleased to submit the following proposal for PACS software support described herein at the stated prices and terms and subject to your acceptance of the terms and conditions on this face sheet and the General Terms and Conditions attached hereto.

Item	System Name	Functional Location	Contract Duration	Warranty Year Price	Annual Price
1	Clinical Networking	Currently Installed PACS	1 Year	N/A	\$287,500

Includes:

- (i) Labor as listed in the Features and Benefits section.
- (ii) Principal Coverage Period (PCP) as stated in Exhibit A
- (iii) Software Updates
- (iv) Access to Siemens UPTIME service support center for technical telephone support (and remote diagnostics, if available to the site)

Past due payment is subject to 1½% interest charge per month.

#### Siemens Medical Solutions USA, Inc.

By \_\_\_\_\_ (Signature)  
Dale Nordengreen National Sales Manager, Service Sales  
Name and Title  
4/08/03

#### Customer's Acceptance

By \_\_\_\_\_ (Signature)  
Name and Title  
Customer P.O. # \_\_\_\_\_ (Initial if P.O. not required)  
Acceptance Date \_\_\_\_\_

This service agreement proposal is valid for 30 days. Agreement becomes effective upon customer signature and Siemens' acceptance.  
EZQ: 2.0 [10/8/01 Release]

## 1.) Clinical Networking

Service Agreement	Functional Location	System Age	Contract Duration	Payment Schedule	Warranty Year Price	Annual Price
PACS Software Support	Currently installed PACS	NA	1 Year	Quarterly	N/A	\$287,500

Principal Coverage Period (PCP)	Performance Guarantee	Annual Parts Cap Allowance	Max Part Risk	Contract Start	Contract End
8AM-5PM	N/A	N/A	N/A	05/20/03	05/19/04

**No further options or attachments are included in the above listed Software.**

## Features/Benefits Listing

Modality/Agreement: CN – PACS Software Support

### Clinical Networking

Feature/Benefit	Description	Application
Principal Coverage Period	Labor for corrective maintenance of software related issues provided during the contracted hours Monday - Friday, excluding Siemens' Holidays	8AM - 5PM
Labor - Principal Coverage Period	Labor to correct software related issues during the Principal Coverage Period (PCP).	Included
Labor - Overtime and Holiday rates	Labor to correct software related issues outside Principal Coverage Period (PCP).	Billed at preferred overtime and double-time rates
Response Time During PCP	Available in most areas - Typical telephone / on-site response	30 minutes / 4 hours
Software Updates	Software updates, where applicable, will be covered under the Software Support Agreement. If the software update requires new hardware, the customer must purchase the required hardware upgrade prior to the installation of the software update. If the equipment is not under a service agreement, the software can be updated at the prevailing rate.	Included
Updates Installed		Remotely via SRS, or on-site at a mutually agreeable time
Technical Phone Support	UPTIME Center Phone Support	Included
Applications Phone Support	UPTIME Center Phone Support	Included
Siemens Remote Service	Remote diagnosis and dial up analysis	Included

# Siemens Medical Solutions USA, Inc. General Terms and Conditions

## 1. Scope

Siemens will provide support for the PACS software described on the preceding pages hereof (the "Software") when requested by the customer, as further described in the specific conditions. Siemens will make every effort to respond to service calls at a mutually agreed upon arrival time consistent with the provisions cited in paragraph 2.

## 2. Principal Coverage Period (PCP)

Software support will be provided during the principal coverage period as defined on the preceding page(s) hereof, excluding the following holidays: New Years Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If one of the foregoing holidays falls on a Saturday, then the holiday will be observed on the previous Friday, and if the holiday falls on a Sunday, the holiday will be observed on the following Monday. Unless an extended hours coverage option has been selected, labor and travel outside the principal coverage period will be charged at prevailing per-call rates.

## 3. Software Maintenance

Siemens will provide all maintenance and updates for the Software, as part of the Agreement. Such updates will solely enhance existing capacities of the Software. Software updates that provide new features or capabilities or that require hardware changes will be offered to customer at purchase prices established by Siemens. Siemens retains the sole right to determine whether an update represents an enhancement of an existing capability or a new capability for which the customer will be charged. In addition, some updates may require Applications Training performed by Siemens' personnel that will be offered at prevailing rates. Siemens retains the sole right to determine whether an update requires such training.

Nothing in this Agreement shall in any way grant to customer any right to or license in any diagnostic service software utilized by Siemens in servicing the Software. Such diagnostic service software is and remains the property of Siemens and is available to customer pursuant to the terms and conditions of a separate diagnostic materials license agreement, which may require the payment of a license fee. This diagnostic service software shall be disabled by Siemens at, or prior to, cancellation or termination of this Agreement.

## 4. Software/Location

The Software covered under this Agreement is limited to the Siemens furnished software installed on the Siemens installed equipment described on the face sheet of this Agreement. The Software shall be eligible for coverage under this Agreement immediately upon expiration of the Siemens equipment warranty or an existing Siemens equipment Service Agreement, provided it is properly installed, resides on the originally installed system and is serviced by Siemens authorized personnel only. Software not eligible because of this stipulation is subject to inspection by Siemens to determine if it is in good and proper operating condition. Such inspection shall be charged to the customer at Siemens' per-call rates and terms then in effect. Any repairs or adjustments deemed necessary by Siemens during the inspection shall be made at Siemens' per-call rates and terms then in effect, with all such repairs or adjustments to be completed prior to the commencement of agreement service.

Siemens service personnel will be given full and free access to the equipment on which the Software resides to perform service/maintenance on the customer's premises, and will make specific appointments for such maintenance. If the equipment on which the Software resides is not made available at the appointed time, waiting time beyond a reasonable allowance will be charged at prevailing per-call rates.

## 5. Agreement Term; Price

This Agreement shall be in effect for the period stated on the face of this document.

For the basic services to be provided by Siemens under the terms of the Agreement, the customer agrees to pay the Agreement Price upon the terms set forth on the first page of this Agreement. After the first year of the term of the Agreement, Siemens may increase the Agreement Price no more than once every twelve (12) months based upon the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first price increase) or since the effective date of the last price increase (in the case of any subsequent price increases). Siemens shall provide the customer with no less than thirty (30) days written notice of any increase in the Agreement Price.

## 6. Causes for Exclusion/Separate Charges

This Agreement specifically excludes labor, parts and expenses necessary to repair Software:

- Damaged by fire, accident, misuse, abuse, negligence, improper application or alteration, or by a force majeure event as described in paragraph 15 hereof, or by the customer's failure to operate the Software and the system in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions.
- Defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Software or the system by the customer or any third party or due to the attachment of non-Siemens supplied equipment or software without Siemens' prior written approval.
- Defective due to any repair or service of the Software or the system by the customer or any third party prior to the commencement of the term of this Agreement.
- Which failed due to causes from within non-Siemens supplied equipment or software.

If Siemens is called upon to service or repair Software which falls under this paragraph, a separate invoice will be issued for labor, parts and expenses at prevailing per-call rates and prices.

## 7. Default

In addition to any and all other remedies available by law, Siemens may cancel this Agreement, without notice, if the customer is in default. An event of default includes, but is not limited to: (i) a failure by customer to make any payment due Siemens within ten (10) days of receipt of notice from Siemens; (ii) a failure by customer to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Siemens; (iii) a failure to grant Siemens access to the Software as set forth in paragraph 4 of this Agreement (iv) a default by customer under any other agreement with Siemens or any affiliate or assignee of Siemens (including, but not limited to, a promissory note, lease, rental agreement or purchase contract); or (v) the commencement of any insolvency, bankruptcy or similar proceedings by or against the customer (including any assignment by customer for the benefit of creditors). In addition, upon the occurrence of any event of default, Siemens may immediately cease providing services under this Agreement until such default is cured or corrected. Remedies shall be cumulative and there shall be no obligation for Siemens to exercise a particular remedy.

## 8. Limitation of Liability

Siemens entire liability and customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether liability in agreement or in tort, arising under the Agreement or related hereto, shall not exceed an amount equal to one (1) year's maintenance charges for the specific item under the Agreement that caused the damage or is the subject matter of, or is directly related to, the cause of action. Such maintenance charges will be those in effect for the specific item when the cause of action arose. The foregoing limitation of liability shall not apply to claims by customer or third parties for personal injury or damage to real property or tangible personal property caused solely and directly by the gross negligence or willful misconduct of Siemens. In addition, Siemens shall have no liability hereunder to customer in the event that customer's or any third party's acts or omissions contributed in any way to any loss it sustained or the loss or damage is due to an act of God or other causes beyond its reasonable control.

THIS IS A SOFTWARE SUPPORT AGREEMENT. THERE ARE NO SIEMENS WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE STATED IN PRODUCT-SPECIFIC TERMS AND CONDITIONS. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, SPECIAL, INDIRECT, INCIDENTAL DAMAGES OR OTHER CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SYSTEM.

## 9. Notices; Non-Assignment

All notices and changes to this Agreement must be in writing. All notices shall be deemed to have been given on the date of service if personally served, or upon receipt if sent by certified or registered mail, postage prepaid, to the address set forth on the first page of this Agreement. The Agreement is not assignable except that Siemens may assign without customer approval to any subsidiary or affiliated company or any of its authorized dealers.

## 10. Governing Law

This Agreement shall be governed by the laws of the State of California.

## 11. Government Access Clause

Until the expiration of four (4) years after the furnishing of any services under this Agreement, Siemens shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Siemens which are necessary to certify the nature and extent of costs incurred under this Agreement. If Siemens carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract.

This provision shall apply if and solely to the extent that Section 1861 (v) (1) (I) of the Social Security Act applies to this Agreement.

## 12. Damages, Costs, And Fees

In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination, or validity thereof, the prevailing party shall not be entitled to recover from the other party punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

## 13. Severability; Headings

No provision of this Agreement which may be deemed invalid, illegal or unenforceable will in any way invalidate any other portion or provision of this Agreement. Paragraph headings are for convenience only and will have no substantive effect.

## 14. Waiver

No failure, and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

## 15. Force Majeure

Siemens will not be liable to customer for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. In addition, in the event of any determination pursuant to the provisions of a collective bargaining agreement preventing or hindering the performance of any of the obligations of Siemens under this Agreement, or determining that the performance of any such obligations violates provisions of that collective bargaining agreement, or in the event a trade union, or unions, otherwise prevents Siemens from performing any such obligations, then Siemens shall be excused from the performance of such obligations unless the customer makes all required arrangements with the trade union, or unions, to permit Siemens to perform the work. Any additional costs incurred by Siemens that are related to such labor dispute(s) shall be paid by the customer.

## 16. Execution

If customer is a corporation or partnership, the person signing this Agreement on its behalf certifies that such person is an officer or partner thereof, that his or her action was duly authorized by appropriate corporate or partnership action, that such action does not conflict with the corporate charter or bylaws or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and that no consent of any stockholders to his or her action is required.

## 17. Entire Agreement

This Agreement, including all exhibits and addenda attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral or written representations or communications between the parties. This Agreement may not be modified or amended, except in writing executed by the appropriate designated officers of the parties hereto. Any variation in the terms and conditions contained in this Agreement (including, but not limited to, the inclusion of customer's own terms and conditions in any purchase order or other document issued by customer in response to and/or referencing Siemens' quotation for service or this Agreement) shall not be deemed to be a part of this Agreement and shall not be binding upon Siemens unless set forth in writing and executed by the appropriate designated officer of Siemens. Subject to the limitations expressed herein, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and permitted assigns.

## Additional Description

### SPECIFIC CONDITIONS OF THE SERVICE AGREEMENT FOR CLINICAL NETWORKING PRODUCTS

#### PACS Software Support Program

The **software support program** provides maximized uptime through a SW service program that includes remote diagnosis, on-site service support, and a 24 x 7 Hot line service from the Siemens Uptime center.

Scope of Performance: for Sienet Systems and Components

#### Support Organization

- Telephone Support
- We provide the fastest possible response to your technical questions. Our Uptime Center can be reached by telephone 7 days a week, 24 hours a day.
- Remote Diagnostics and Dial up Analysis
- Technical specialists are available to assist you via remote dial up to your system and through the use of remote diagnostics, offer solutions to your service needs.
- On-Site Support when required.
- A trained SIENET Field Service Engineer will respond to your service request by phone within 30 minutes and be on site within 4 hours during the Principal Coverage Period. Principal Coverage Period is 8 am-5 pm, Monday - Friday, excluding Siemens' holidays as described in paragraph 2 of the Agreement.

#### Experienced Support Specialists

In order to provide prompt responses to operational or applications related questions, customers can reach our applications support center by telephone between 8:00 am and 8:00 PM during business days. Calls are immediately directed to experienced specialists who can help resolve problems.

Customers will also be provided access to 24 hour Hot line support from the Siemens Uptime center, using a specific site / customer number assigned to the site / specific component at time of warranty or service contract signing.

The PACS software support contract includes access to Sienet service specialists providing on site support for software related issues. An experienced and trained technician will respond by phone within 30 minutes. If unable to resolve the problem by phone or via remote diagnosis, a service engineer would be on site within 4 hours, during the Principal Coverage Period, to restore system functionality as soon as possible. Siemens service personnel are equipped with effective and efficient tools for performing analysis and diagnostics. With the help of a **service remote diagnostic kit**, our goal is to ensure that a quick, efficient diagnosis is reached and a solution suggested and/or implemented without the need to dispatch a service engineer to the site.

## Spare Parts, Updates and Upgrades

The **PACS software support** contract combines service expertise, quick support and the newest technology to give you the reliability and confidence that only a proven and experienced service organization can offer. All this ensures high uptime and optimized use of your Sienet-PACS.

The **PACS software support** contract will cover the entire Sienet system for software related issues only. OEM equipment cannot be covered under the **PACS software support** contract at this time.

#### Furthermore, the PACS Software Support Program provides:

- Software Maintenance Updates (bug fixes) via the internet.
- **Software upgrades** that provide new functionality to the current platform are available at current billable labor and material rates. Contact the CN product Sales Manager to discuss non- obsolescence programs.

The **PACS software support** Program does not include generational changes in software (i.e., Software required to run completely new product generations).

#### Service Remote Diagnostic Kit

Every Sienet system must have remote access capabilities to ensure efficient support and maximum uptime. In order to ensure this, Siemens will provide a service remote diagnostic kit to each facility. Depending on the complexity of the entire PACS system, this kit can be as simple as a dedicated router, or as complex as an NT RAS workstation. In order to implement this solution, it is expected that the customer provide Siemens with the following prior to implementation:

- Network connection for remote diagnostic kit
- Analog phone line for RAS access
- Security agreement on remote access\*

\* Siemens understands the need for network security and integrity within a facility. Siemens is open to any/all discussions about this topic with the facility's IS department, as long as there is a core understanding that remote access is a requirement, not an option. Siemens will work with the facility to ensure that all parties are comfortable with the arrangement.

#### Schedule of Components and Equipment Excluded by the Software Support Agreement

- Service required to correct problems associated with non-Siemens supplied software or hardware will be billed at Siemens' prevailing per-call rates.
- Service required to correct problems not directly caused by Siemens-supplied hardware or software will be billed at Siemens' prevailing per-call rates.
- Service required to correct network or network performance problems associated with changes to Siemens or non-Siemens supplied equipment or software made by Customer or any third party will be billed at prevailing per-call rates.

(~) Paragraph references are to those numbered in the General Conditions .

## Response Time in “Down” Situations

**On-Site Response Time.** Response times are measured from the time that the customer notifies the Siemens Uptime Service Center that a system is “down” due to a Software failure. For on-site service, the response time only applies during the Principal Service Period (“PCP”). For example, a request for on-site service made at noon on a Monday (where the PCP is 8:00 a.m. through 5:00 p.m., Mondays through Fridays) will have a guaranteed arrival time of 4:00 p.m. on the same day for customers with a four (4) hour response time and a guaranteed arrival time of 11:00 a.m. on the next day for customers with an eight (8) hour response time guarantee. A request for on-site service made at 9:00 a.m. on a Saturday will have a guaranteed arrival time of noon on the next Monday for customers with a four (4) hour response time and 4:00 p.m. on that Monday for customers with an eight (8) hour response time guarantee. If a request for on-site service is made outside the PCP, Siemens will use its best efforts to have a CSE on-site as soon as possible.

**After-Hours Billing.** If Siemens responds to a request for on-site service during the PCP but its work to repair or service the Software continues after the expiration of the PCP, then any work outside the PCP will be billed to the customer.

**Definition of “Down”.** A system will not be considered to be “down” due to a Software problem (a) unless it cannot be utilized to treat or diagnose patients, (b) if Siemens is prepared to perform maintenance services to make the Software operational but such service is refused by the Customer or is deferred by the Customer until a later time or date, (c) if the system or the Software is not otherwise made available to Siemens’ service engineers, (d) if the system down or Software failure is due to, associated with, or caused by (i) misuse, negligence, or operator error, (ii) inadequate environmental conditions (not conforming with the environmental specifications provided by Siemens), including temperature and humidity, line power exceeding Siemens’ requirements of voltage, frequency, impulses or transients, or (iii) acts of God, or (e) during periods in which Siemens is performing scheduled maintenance and installing upgrades.

**Remedy for Failure to Meet On-Site Response Time Guarantee.** The remedy provided by Siemens for Warranty and Service Agreement customers for its failure to meet the on-site response time guarantee: for each one (1) hour or portion thereof that Siemens fails to meet the on-site response time guarantee, the customer will receive one (1) free hour of overtime after the PCP.